

## REMARKS

### Cryptographic Binding is More than Conventional Digital Certification

Claims 1-65 are pending, including independent claims 1, 2, 15, 30, 34, 38, 42 & 46 and their associated dependent claims.

Every element of a rejected claim must be disclosed or suggested by the prior art. Claim 1 differs significantly from the remaining independent claims. Specifically, claim 1 does not use the term "binding" which has been the focus of the office actions and responses to date. Claim 1 also contains many other elements not present in the other claims. The office actions to date have not specifically identified any portions of the prior art that correspond to a majority of the elements of claim 1. Instead, the office actions all focus on elements of the other independent claims. Accordingly, Applicant respectfully submits that the rejection of claim 1 is not supported, and requests that the rejection be withdrawn and the claim be passed to allowance.

By this response, the remaining independent claims (2, 15, 30, 34, 38, 42 & 46) have all been amended<sup>1</sup> to make explicit that the claimed digital certificate is entirely different than the conventional digital certificate disclosed by Slater. More specifically, these claims all pertain to an improved and previously unknown form of digital certificate that contains at least three items: (1) the user's public key; (2) the financial information; and (3) the binding. The last two items are missing from Slater and from known conventional digital certificates. The reason is that conventional digital certificates are intended for general purpose use, where it would be inappropriate to include data specific to the user's financial application. Slater's digital certificate is entirely conventional. It contains only the user's public key. It does not contain either the financial information, or a binding of the public key to the financial information.

In Slater, the public key is extracted from the digital certificate and used to verify a digital signature containing the financial information. In this way, the recipient of the digital

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<sup>1</sup> Applicant notes for the record that the foregoing amendments merely make explicit what had previously been inherent or implicit. As such, under the rule of Interactive Pictures v. Infinite Pictures, 274 F.3d 1371 (Fed. Cir. 2001) reh'g. en banc denied, 2002 U.S. App. LEXIS 7374 (Fed. Cir. 2002), cert. denied, 2002 U.S. LEXIS 6051 (2002), and Bose v. JBL, 274 F.3d 1354 (Fed. Cir. 2001), reh'g. en banc denied, 2002 U.S. App. LEXIS 3305 (Fed. Cir. 2002); cert. denied, 2002 U.S. LEXIS 6463 (2002), these amendments do not constitute narrowing amendments and should not form the basis for prosecution history estoppel.

signature can verify that the financial information originated from the user. The Examiner appears to interpret Slater as disclosing binding as constituting a condition or status resulting from verification of a digital signature containing financial information, using an independently received public key. That is not sufficient to disclose the type of "binding" as used in the claims.

The claimed "binding" is not merely a condition or status resulting from a verification. It is a tangible quantity embedded within a piece of code, data structure, object, or other computer-readable construct. Examples of constructs containing such a binding can be found in the specification. They could include, without limitation, the result of the financial information and public key being encrypted under a domain key, under the key of a bridge computer, under the key of a trusted third party, under a key provided by the user, or under keys provided by other entities. (See the Summary, second paragraph, and the description of step 230 in the specification).

In light of the foregoing, Applicant respectfully suggests that the rejection of claims 1-65 be withdrawn and the claims passed to allowance.

The Examiner is invited to contact Applicant's attorney, Joe Yang, at (650) 470-4565 with any additional questions or concerns.

Respectfully submitted,



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